

**BEFORE THE MISSOURI REAL ESTATE COMMISSION**

MISSOURI REAL ESTATE COMMISSION	)	
	)	
Petitioner,	)	
	)	
v.	)	No. 15-1478RE
	)	
JACKIE W. CAMPBELL	)	
	)	
Respondent.	)	

**FINDINGS OF FACT, CONCLUSIONS OF LAW  
AND DISCIPLINARY ORDER**

On or about January 22, 2016, the Administrative Hearing Commission entered its Default Decision in the case of *Missouri Real Estate Commission v. Jackie W. Campbell*, No. 15-0117RE. In that Default Decision, the Administrative Hearing Commission found that Respondent Jackie W. Campbell's real estate salesperson license (license no. 2007000171) is subject to disciplinary action by the Missouri Real Estate Commission ("Commission") pursuant to § 339.100.2(1), (2), (15), (16), and (19), RSMo.<sup>1</sup>

The Commission has received and reviewed the record of the proceedings before the Administrative Hearing Commission including the properly pled complaint and the Default Decision of the Administrative Hearing Commission. The record of the Administrative Hearing Commission is incorporated herein by reference in its entirety.

Pursuant to notice and §§ 621.110 and 339.100.3, RSMo, the Commission held a hearing on April 13, 2016, at the Division of Professional Registration, 3605 Missouri Boulevard, Jefferson City, Missouri, for the purpose of determining the appropriate disciplinary action against Respondent's license. All of the members of the Commission were present throughout

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<sup>1</sup> All statutory references are to the Revised Statutes of Missouri 2000, as amended, unless otherwise indicated.

the meeting. Further, each member of this Commission has read the Default Decision of the Administrative Hearing Commission. The Commission was represented by Assistant Attorney General Curtis Schube. Respondent having received proper notice and opportunity to appear did appear in person without legal counsel. After being present and considering all of the evidence presented during the hearing, the Commission issues the following Findings of Facts, Conclusions of Law and Order.

Based upon the foregoing the Commission hereby states:

I.

**FINDINGS OF FACT**

1. The Commission is an agency of the state of Missouri created and established pursuant to § 339.120, RSMo, for the purpose of licensing all persons engaged in the practice as a real estate broker or salesperson in this state. The Commission has control and supervision of the licensed occupations and enforcement of the terms and provisions of §§ 339.010-339.205 and 339.710-339.855, RSMo.

2. The Commission hereby adopts and incorporates by reference the properly pled Complaint and the Default Decision of the Administrative Hearing Commission in *Missouri Real Estate Commission v. Jackie W. Campbell*, Case No. 15-1478RE, issued January 22, 2016, in its entirety and takes official notice thereof.

3. The Commission set this matter for disciplinary hearing and served notice of the disciplinary hearing upon Respondent in a proper and timely fashion. Respondent appeared in person without legal counsel at the hearing before the Commission

4. This Commission licensed Respondent Jackie W. Campbell as a real estate salesperson, license number 2007000171. Respondent's salesperson license was current at all times relevant to this proceeding.

## II.

### CONCLUSIONS OF LAW

5. This Commission has jurisdiction over this proceeding pursuant to §§ 621.110 and 339.100, RSMo.

6. The Commission expressly adopts and incorporates by reference the properly pled complaint and Default Decision issued by the Administrative Hearing Commission dated January 22, 2016, in *Missouri Real Estate Commission v. Jackie W. Campbell*, Case No. 15-1478RE, takes official notice thereof, and hereby enters its conclusions of law consistent therewith.

7. As a result of the foregoing, and in accordance with the Administrative Hearing Commission's Default Decision dated January 22, 2016, Respondent's real estate salesperson license, number 2007000171, is subject to disciplinary action by the Commission pursuant to § 339.100.2(1), (2) (15), (16), and (19), RSMo.

8. The Commission has determined that this Order is necessary to ensure the protection of the public.

## III.

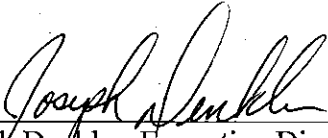
### ORDER

Having fully considered all the evidence before the Commission, and giving full weight to the Default Decision of the Administrative Hearing Commission, it is the **ORDER** of the Commission that the real estate salesperson license of Jackie W. Campbell (license no. 2007000171) is hereby **REVOKED**. All evidence of Respondent's licensure shall be immediately returned to the Commission.

The Commission will maintain this Order as an open, public record of the Commission as provided in Chapters 339, 610 and 324, RSMo.

SO ORDERED, EFFECTIVE THIS 19<sup>th</sup> DAY OF April, 2016.

MISSOURI REAL ESTATE COMMISSION

  
\_\_\_\_\_  
Joseph Denkler, Executive Director

Before the  
Administrative Hearing Commission  
State of Missouri



MISSOURI REAL ESTATE COMMISSION, )

Petitioner, )

vs. )

No. 15-1478 RE )

JACKIE W. CAMPBELL, )

Respondent. )

**DEFAULT DECISION**

On September 29, 2015, Petitioner filed a properly pled complaint seeking to discipline Respondent. Respondent was served with a copy of the complaint and our notice of complaint/notice of hearing by personal service on November 30, 2016.

More than thirty days have elapsed since Respondent was served. Respondent has not filed an answer or otherwise responded to the complaint.

In accordance with § 621.100.2, RSMo (Supp. 2013), we enter a default decision against Respondent establishing that Petitioner is entitled to the relief requested in the complaint. This default decision shall become final and may not be set aside unless a motion is filed with this Commission within thirty days of the date of this order establishing good cause for not responding to the complaint and stating facts constituting a meritorious defense.

SO ORDERED on January 22, 2016.

  
SREENIVASA RAO DANDAMUDI  
Commissioner

**FILED**

BEFORE THE  
ADMINISTRATIVE HEARING COMMISSION  
STATE OF MISSOURI

SEP 29 2015

ADMINISTRATIVE HEARING  
COMMISSION

MISSOURI REAL ESTATE COMMISSION )  
3605 Missouri Boulevard )  
P.O. Box 1339 )  
Jefferson City, MO 65102, )

Petitioner, )

v. )

Jackie W. Campbell )  
608 NW 12<sup>th</sup> Ave. )  
Ava, MO 65608, )

Respondent. )

Case No.: \_\_\_\_\_

**COMPLAINT**

Petitioner, the Missouri Real Estate Commission ("MREC"), by and through the Attorney General of the State of Missouri, and for its cause of action against Respondent Jackie Williams Campbell ("Campbell"), states the following:

1. The MREC is an agency of the State of Missouri, created and established pursuant to Section 339.120, RSMo,<sup>1</sup> for the purpose of executing and enforcing the provisions of Chapter 339, RSMo, Real Estate Agents, Brokers, Appraisers, and Escrow Agents.

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<sup>1</sup> All statutory citations are to the 2000 Revised Statutes of Missouri, as amended, unless otherwise noted.

2. Campbell is licensed by the MREC as a real estate salesperson, license no. 2007000171. Campbell's license was current and active at all time relevant herein.

3. Campbell was initially licensed as a real estate salesperson on January 3, 2007.

4. From March 28, 2011 to October 12, 2012, Campbell was licensed as a Salesperson with BioVenture Investments, LLC.

5. From October 12, 2012 to November 9, 2012, Campbell was a Broker Salesperson with BioVenture Investments, LLC.

6. From November 9, 2012 to July 7, 2014, Campbell was licensed as a Broker Associate with Southern Missouri Realty, LLC.

7. From July 7, 2014 to present, Campbell has been licensed as a Salesperson with Ozark Mountains Real Estate, LLC.

8. Section 339.100.2, RSMo, authorizes the MREC to file a complaint with the Administrative Hearing Commission and states, in part:

2. The commission may cause a complaint to be filed with the administrative hearing commission as provided by the provisions of chapter 621 against any person or entity licensed under this chapter or any licensee who has failed to renew or has surrendered his or her individual or entity license for any one or any combination of the following acts:

(1) Failure to maintain and deposit in a special account, separate and apart from his or her personal or other business accounts, all moneys belonging to others entrusted to him or her while acting as a real estate broker or as the temporary custodian of the funds of others, until the transaction involved is consummated or terminated, unless all parties having an interest in the funds have agreed otherwise in writing;

(2) Making substantial misrepresentations or false promises or suppression, concealment or omission of material facts in the conduct of his or her business or pursuing a flagrant and continued course of misrepresentation through agents, salespersons, advertising or otherwise in any transaction;

(3) Failing within a reasonable time to account for or to remit any moneys, valuable documents or other property, coming into his or her possession, which belongs to others;

...

(5) Failure to timely deliver a duplicate original of any and all instruments to any party or parties executing the same where the instruments have been prepared by the licensee or under his or her supervision or are within his or her control, including, but not limited to, the instruments relating to the employment of the licensee or to any matter pertaining to the consummation of a lease;

...

(15) Violation of, or attempting to violate, directly or indirectly, or assisting or enabling any person to violate, any provision of sections 339.010 to 339.180 and sections 339.710 to 339.860\*, or of any lawful rule adopted pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860\*;



(16) Committing any act which would otherwise be grounds for the commission to refuse to issue a license under section 339.040;

...

(19) Any other conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or incompetence, misconduct, or gross negligence[.]

9. Section 339.040, RSMo Supp., authorizes the MREC to deny a real estate license and states, in part:

1. Licenses shall be granted only to persons who present, and corporations, associations, partnerships, limited partnerships, limited liability companies, and professional corporations whose officers, managers, associates, general partners, or members who actively participate in such entity's brokerage, broker-salesperson, or salesperson business present, satisfactory proof to the commission that they:

(1) Are persons of good moral character; and

...

(3) Are competent to transact the business of a broker or salesperson in such a manner as to safeguard the interest of the public.

### **Count I Forgery in Pomona Property Sale**

10. The MREC realleges and incorporates by reference paragraphs 1-9 as though fully set forth herein.

11. In or around March 2013, Campbell acted as a buyer's agent for Joey and Holly Lacaze in their purchase of 6815 PR 4361, Pomona, Missouri ("Pomona Property").

12. Alternatively, Campbell acted as a transaction broker for the sale of the Pomona Property pursuant to Section 339.720, RSMo.

13. Joey and Holly Lacaze were set to close on the Pomona Property on March 7, 2013.

14. Holly Lacaze did not sign the closing contract(s) for the Pomona Property due to her unavailability. Instead, under the direction of Campbell, one of Joey Lacaze's employees signed the contract in Holly Lacaze's name.

15. Knowing that Holly Lacaze's signature was forged, Campbell signed the contract and submitted it to Wiles Abstract and Title to be processed.

16. By allowing a person other than Holly Lacaze to sign the closing documents for the Pomona Property and by submitting a forged document to a title company to be processed, Campbell made and/or participated in material misrepresentations providing cause to discipline her real estate license under Section 339.100.2(2), RSMo.

17. Section 339.740.1(2), RSMo states that a buyer's agent shall "exercise reasonable skill and care for the client."

18. Section 339.755.2(2), RSMo similarly states that a transaction broker shall "exercise reasonable skill, care and diligence."

19. By allowing a person other than Holly Lacaze, who was Campbell's client, to sign Holly Lacaze's name to a document, Campbell did not exercise reasonable skill and care in violation of Section 339.740.1(2) and/or 339.755.2(2), RSMo.

20. Section 339.740.1(3), RSMo requires a buyer's agent to "promote the interests of the client with utmost good faith, loyalty, and fidelity..."

21. By allowing a person other than Holly Lacaze to sign Holly Lacaze's name to a document, Campbell did not promote the interests of Holly Lacaze with the utmost good faith, loyalty, and fidelity in violation of Section 339.740.1(3), RSMo.

22. Section 339.740.1(5), RSMo requires a buyer's agent to comply with the requirements of, among other statutes, Section 339.100.2, RSMo. As otherwise stated in this agreement, Campbell did not comply with Section 339.100.2, RSMo, thus violating Section 339.740.1(5), RSMo.

23. Section 339.740.1(6) requires a buyer's agent to "comply with any applicable federal, state, and local laws, rules, regulations, and ordinances..."

24. Section 339.755.11(2) requires a transaction broker to "comply with any applicable federal, state and local laws, rules, regulations, and ordinances..."

25. The Missouri criminal statute for Forgery, Section 570.090.1(1) &(4), RSMo states that:

1. A person commits the crime of forgery if, with the purpose to defraud, the person:

(1) Makes, completes, alters or authenticates any writing so that it purports to have been made by another or at another time or place or in a numbered sequence other than was in fact the case or with different terms or by authority of one who did not give such authority; or

(4) Uses as genuine, or possesses for the purpose of using as genuine, or transfers with the knowledge or belief that it will be used as genuine, any writing or other thing including receipts and universal product codes, which the actor knows has been made or altered in the manner described in this section.

26. By allowing a person other than Holly Lacaze to sign Holly Lacaze's name to the closing documents for the Pomona Property and by submitting the forged document to a title company to be processed, Campbell violated the Missouri criminal statute for forgery; therefore, Campbell violated Section 339.740.1(6), RSMo and Section 339.755.11(2), RSMo.

27. By violating Sections 339.740.1 (2), (3), (5), & (6), Section 339.755.2(2), and Section 339.755.11(2), cause exists to discipline Campbell's real estate license under Section 339.100.2(15), RSMo.

28. In the same Pomona Property transaction, Campbell did not collect the \$100 in earnest money that was identified in the contract and/or did not deposit \$100 into an escrow account.

29. Based on Campbell failing to deposit the \$100 into an escrow account, cause exists to discipline Campbell's real estate license under Section 339.100.2(1), RSMo.

30. Section 339.105.1, RSMo states that:

1. Each broker who holds funds belonging to another shall maintain such funds in a separate bank account in a financial institution which shall be designated an escrow or trust account. This requirement includes funds in which he or she may have some future interest or claim. Such funds shall be deposited promptly unless all parties having an interest in the funds have agreed otherwise in writing. No broker shall commingle his or her personal funds or other funds in this account with the exception that a broker may deposit and keep a sum not to exceed one thousand dollars in the account from his or her personal funds, which sum shall be specifically identified and deposited to cover service charges related to the account.

31. 20 CSR 2250-8.120(1) states that:

(1) All money received by a licensee as set out in section 339.100.2(1), RSMo shall be deposited in the

escrow or trust account maintained by the broker no later than ten (10) banking days following the last date on which the signatures or initials, or both, of all the parties to the contract are obtained, unless otherwise provided in the contract. Earnest money received prior to acceptance of a written contract may be deposited into the escrow account by the broker with the written authorization of the party(ies) providing the funds.

32. Based on Campbell failing to deposit the \$100 into an escrow account, Campbell violated Section 339.105.1, RSMo; therefore, cause exists to discipline Campbell's real estate license under Section 339.100.2(1), RSMo.

33. In the alternative, if the \$100 in earnest money was not collected, Campbell's conduct constitutes untrustworthy, improper or fraudulent business dealings, demonstrates bad faith or incompetence, misconduct, or gross negligence, in violation of Section 339.100.2(19), RSMo.

34. Additionally, Campbell's failing to deposit \$100 into an escrow account violates and 20 CSR 2250-8.120(1); therefore, cause exists to discipline Campbell's real estate license under Section 339.100.2(15), RSMo.

35. Each violation of sections 339.010 to 339.180 and sections 339.710 to 339.860, or of any lawful rule adopted pursuant to sections 339.010 to 339.180 and sections 339.710 to 339.860 listed in Count I also creates cause to discipline Campbell's license pursuant to Section 339.100.2(15).

36. The allegations set forth in this Count I demonstrate that Campbell is not a person of good moral character and is not competent to transact business of a broker or salesperson in such a manner as to safeguard the interest of the public, MREC would have grounds to refuse Campbell a license pursuant to Section 339.040, RSMo, creating cause to discipline Campbell's license pursuant to Section 339.100.2(16).

37. Based on the allegations set forth in this Count I, Campbell participated in conduct which constitutes untrustworthy, improper or fraudulent business dealings, demonstrated bad faith or incompetence, misconduct, or gross negligence, providing cause to discipline her real estate license under Section 339.100.2(19), RSMo.

## **Count II**

### **Grooms West Plains Property**

38. The MREC realleges and incorporates by reference paragraphs 1-37 as though fully set forth herein.

39. Campbell was the seller's agent for 1771 PR 8501, West Plains, Missouri ("Grooms West Plains Property") in or around 2010. The sellers of that property were Thomas and Leonia Groom ("the Grooms").

40. The Grooms West Plains Property contained a house built by Thomas Groom and/or his LLC. The property went under contract, but fell through when the buyer could not obtain the proper financing.

41. When the contract fell through, Campbell approached the Grooms and arranged to purchase the property herself. Campbell and the Grooms entered into a Contract for Deed dated August 18, 2010, spanning over two years.

42. The contract was managed by Wiles Abstract & Title Co., ("Wiles") who acted as an escrow agent and held the unrecorded warranty deed to the property. Pursuant to the terms of the contract, if Campbell were to pay in full, Wiles was to deliver the warranty deed. If Campbell were to default, Wiles was to deliver a quit claim deed to the Grooms.

43. The payments were to be in the amount of \$607.53 per month and were to commence on September 27, 2010, and were to be made on the 27<sup>th</sup> month of each succeeding month.

44. Campbell defaulted on her payments in or around April 2011.

45. As a result of misrepresentations made by Campbell to Wiles, Wiles delivered the warranty deed to Campbell who recorded the warranty deed with the Recorder of Deeds in Howell County, Missouri. The warranty deed was delivered and recorded by Campbell despite Campbell's being in default.



46. When the Grooms discovered that the warranty deed had been recorded, the Grooms asked that the property be deeded back to them.

Campbell refused, which required the Grooms to hire an attorney.

47. Eventually, Campbell agreed to deed the property back to the Grooms, but only after legal proceedings to recover the property had been initiated.

48. After Campbell vacated the Grooms West Plains Property, it was discovered that Campbell had taken a stove from the house and had not paid the real estate taxes on the Grooms West Plains Property, which the Grooms eventually ended up paying themselves.

49. By convincing Wiles to furnish Campbell with the warranty deed to the Grooms West Plains Property, Campbell made substantial misrepresentations to Wiles, that is, she had a lawful right to the Warranty Deed; therefore, Campbell violated Section 339.100.2(2), RSMo.

50. Section 339.730.1(2), RSMo, requires a seller's agent to exercise reasonable skill and care for the client.

51. By representing the Grooms as a seller's agent, by entering into a contract for deed obligating Campbell to pay for the property, by defaulting on the contract for deed, and by obtaining title to that property through

misrepresentation, Campbell did not exercise reasonable skill and care for her client, in violation of Section 339.730.1(2), RSMo.

52. Section 339.730.1(3), RSMo, requires a seller's agent to "promote the interests of the client with the utmost good faith, loyalty, and fidelity..."

53. By representing the Grooms as a seller's agent, by entering into a contract for deed obligating Campbell to pay for the property, by defaulting on the contract for deed, and by obtaining title to that property through misrepresentation, Campbell did not promote the interests of the client with the utmost good faith, loyalty, and fidelity, in violation of Section 339.730.1(3), RSMo.

54. Section 339.730.1(5), RSMo requires a seller's agent to comply with the requirements of, among other statutes, Section 339.100.2. As otherwise stated in this agreement, Campbell did not comply with Section 339.100.2, in violation of Section 339.730.1(5), RSMo.

55. Section 339.730.1(6), RSMo requires a seller's agent to "comply with any applicable federal, state, and local laws, rules, regulations, and ordinances..."

56. The Missouri criminal statute for Stealing, Section 570.030.1, RSMo states that:

1. A person commits the crime of stealing if he or she appropriates property or services of another with the

purpose to deprive him or her thereof, either without his or her consent or by means of deceit or coercion.

57. By recording the Warranty Deed to the Grooms West Plains Property without paying the Grooms according to the terms of the contract for deed and by removing the stove from the Grooms West Plains Property before deeding the property back to the Grooms, Campbell violated the Missouri criminal statute for Stealing; therefore, Campbell violated Section 339.740.1(6), RSMo.

58. The Missouri taxation statute, Section 137.075, RSMo states that:

Every person owning or holding real property or tangible personal property on the first day of January, including all such property purchased on that day, shall be liable for taxes thereon during the same calendar year.

59. While Campbell owned and/or held the Grooms West Plains Property, Campbell did not pay the 2011 or 2012 property taxes; therefore, Campbell violated Section 339.740.1(6), RSMo.

60. Based on Campbell's violations of Sections 339.730.1 (2), (3), (5), & (6), RSMo, cause exists to discipline Campbell under Section 339.100.2(15), RSMo.

61. The allegations set forth in this Count II demonstrate that Campbell is not a person of good moral character and is not competent to

transact business of a broker or salesperson in such a manner as to safeguard the interest of the public, MREC would have grounds to refuse Campbell a license pursuant to Section 339.040, RSMo, creating cause to discipline Campbell's license pursuant to Section 339.100.2(16).

62. By convincing Wiles to furnish Campbell with the warranty deed to the Grooms West Plains Property, by recording the warranty deed to the Grooms West Plains Property without paying the Grooms according to the terms of the contract for deed and by removing the stove from the Grooms West Plains Property before deeding the property back to the Grooms, and by failing to pay property taxes causing the Grooms to have to pay said property taxes, Campbell participated in conduct which constitutes untrustworthy, improper and/or fraudulent business dealings, demonstrated bad faith or incompetence, misconduct, and/or gross negligence, providing cause to discipline Campbell's license pursuant to Section 339.100.2(19).

### **Count III Shelton West Plains Property**

63. The MREC realleges and incorporates by reference paragraphs 1-62 as though fully set forth herein.

64. Campbell was the seller's agent for a property owned by Sam and Chrystal Shelton, 7095 County Road 1500 ("Shelton West Plains Property") beginning on May 2, 2013.

65. Shelton eventually released Campbell as the seller's agent on or about September 25, 2013.

66. After the release, Campbell approached Sam Shelton to show the property to a potential buyer. However, no written authorization was obtained for a showing. As a part of this arrangement, Shelton agreed that he would be willing to sell the property by contract for deed so long as he received a \$20,000.00 down payment. This understanding between the parties was not an acceptance to any offer.

67. Campbell proceeded to act as a seller's agent for Campbell.

68. Campbell showed the Shelton West Plains Property to Bunny Tabor, aka Bonnie Driscoll, without written authorization from Shelton and/or in conflict with her seller's agency with Shelton. Campbell represented Driscoll as a buyer's agent. Driscoll agreed to purchase the property and paid Campbell in three checks: two for \$2,000.00 and one for \$190.00.

69. Because Campbell represented herself as an agent for Shelton and did act as an agent for Driscoll, Campbell acted as a dual agent as defined by Section 339.710(14), RSMo.

70. Campbell instructed Driscoll to leave the "Pay to" portion of the check blank, then proceeded to write her own name into the "Pay to" blank

and cashed the checks in her own name.

71. Campbell never provided any offer to the Sheltons.

72. Campbell never provided a contract to the Sheltons.

73. Campbell never provided a deed to Driscoll, but did deliver possession of the property to Driscoll.

74. The Sheltons were unaware of this feigned sale until Mr. Shelton tried to enter the property and found Driscoll and her family inhabiting the property.

75. At or around the same time, Campbell offered Mr. Shelton \$3,000.00 for a cattle trailer. They arranged for the payment to be for cash.

76. Campbell used \$3,000.00 of the \$4,190.00 paid to her by Driscoll to pay for the cattle trailer.

77. Driscoll was eventually evicted from the Shelton West Plains Property.

78. Campbell never returned any of the \$4,190.00 to Driscoll.

79. By writing her own name into the "Pay to" section of the checks made out by Driscoll for the purchase of the Shelton West Plains Property, and by cashing the checks, and by failing to maintain and deposit the \$4,190.00 into a special account separate from her personal or business account, without an agreement giving her permission to do so, cause exists to

discipline Campbell under Section 339.100.2(1), RSMo.

80. By selling the Shelton West Plains Property without providing an offer or having the Sheltons' sign a sales contract or making the Sheltons aware of the transaction, and by not making Driscoll aware that the Sheltons were not participants to the sale of the property, Campbell made substantial misrepresentations, false promises, suppressions, concealment, or omitted material facts in the conduct of her business, providing cause to discipline Campbell under of Section 339.100.2(2), RSMo.

81. By failing to maintain and deposit the \$4,190.00 from Driscoll into a special account separate from her personal or business account, without an agreement giving her permission to do so, Campbell failed to account for the moneys in her possession, providing cause to discipline Campbell under Section 339.100.2(3), RSMo.

82. By failing to deliver the Driscoll offer to the Sheltons for the sale of the Shelton West Plains Property, cause exists to discipline Campbell under Section 339.100.2(5), RSMo.

83. Section 339.730.1(2), RSMo states that a seller's agent shall "exercise reasonable skill and care for the client."

84. By selling the Shelton West Plains Property without the knowledge of the Sheltons, Campbell did not exercise reasonable skill and care for the client, in violation of Section 339.730.1(2).

85. Section 339.740.1(2), RSMo states that a buyer's agent shall "exercise reasonable skill and care for the client."

86. By purporting to sell Driscoll a property without the knowledge of the seller, and by cashing the checks that Driscoll wrote for down payment on the property in her own name and never returning the money, Campbell did not exercise reasonable skill and care for her client, in violation of Section 339.740.1(2), RSMo.

87. Section 339.730.1(3), RSMo, requires a seller's agent to "promote the interests of the client with utmost good faith, loyalty, and fidelity..."

88. By arranging to sell the Shelton West Plains Property without the knowledge of the Sheltons, Campbell did not promote the interests of the Sheltons in good faith, loyalty, or fidelity in violation of Section 339.730.1(3), RSMo.

89. Section 339.740.1(3), RSMo requires a buyer's agent to "promote the interests of the client with utmost good faith, loyalty, and fidelity..."

90. By purporting to sell a house to Driscoll without the knowledge of the sellers, and by cashing the checks written by Driscoll, the buyer, in her



own name and never returning that money, Campbell did not promote the interests of Driscoll with the utmost good faith, loyalty, and fidelity, in violation of Section 339.740.1(3), RSMo.

91. Section 339.730.1(5), RSMo requires a seller's agent to comply with the requirements of, among other statutes, Section 339.100.2, RSMo. As otherwise stated in this agreement, Campbell did not comply with Section 339.100.2, RSMo, in violation of Section 339.730.1(5), RSMo.

92. Section 339.740.1(5), RSMo requires a buyer's agent to comply with the requirements of, among other statutes, Section 339.100.2, RSMo. As otherwise stated in this agreement, Campbell did not comply with Section 339.100.2, RSMo, in violation of Section 339.740.1(5), RSMo.

93. Section 339.730.1(6), RSMo requires a seller's agent to "comply with any applicable federal, state, and local laws, rules, regulations, and ordinances..."

94. Section 339.740.1(6), RSMo requires a buyer's agent to "comply with any applicable federal, state, and local laws, rules, regulations, and ordinances..."

95. The Missouri criminal statute for Stealing, 570.030.1, RSMo, states the following:

1. A person commits the crime of stealing if he or she appropriates property or services of another with the

purpose to deprive him or her thereof, either without his or her consent or by means of deceit or coercion.

96. By placing her own name into the "Pay for" section of a check intended to pay for the Shelton West Plains Property and cashing said check in her own name and never returning said money, Campbell's conduct constitutes stealing pursuant to Section 570.030.1, RSMo.

97. By using the money intended to be used for the purchase of the Shelton West Plains Property to purchase a trailer for Campbell's own use from the Sheltons, Campbell's conduct constitutes stealing pursuant to Section 570.030.1, RSMo.

98. By violating the Missouri criminal statute for stealing in three separate ways, Shelton violated Sections 339.730.1(6) and 339.740.1(6), RSMo.

99. By violating Sections 339.730.1(2), (3), (5), and (6), RSMo and Sections 339.740.1(2), (3), (5), and (6), RSMo, cause exists to discipline Campbell under Section 339.100.2(15), RSMo.

100. Because Campbell did not have the consent of all parties and because Campbell did not have a written agency agreement with Shelton and/or Driscoll, Campbell violated Sections 339.750.1 and 339.710 (14) & (15), RSMo, creating cause to discipline Campbell's license under Section

339.100.2(15).

101. The allegations set forth in this Count III demonstrate that Campbell is not a person of good moral character and is not competent to transact business of a broker or salesperson in such a manner as to safeguard the interest of the public, MREC would have grounds to refuse Campbell a license pursuant to Section 339.040, RSMo, creating cause to discipline Campbell's license pursuant to Section 339.100.2(16).

102. By misrepresenting that she was selling the Shelton West Plains Property to Driscoll and by failing to disclose the sale arrangement to the Sheltons, by writing her own name into the "Pay for" section of the checks intended to be used for the payment for the Shelton West Plains Property, by using that money to purchase a trailer, and by not returning the \$4,190.00 to Driscoll, cause exists to discipline Campbell under Section 339.100.2(19), RSMo.

**Count(s) IV  
Other Offenses**

103. The MREC realleges and incorporates by reference paragraphs 1-103 as though fully set forth herein.

104. Campbell was an agent in a transaction involving Lonnie and Robbin McManners. An offer was made on or about July 8, 2010, and \$500.00 in earnest money was paid and/or delivered to Campbell. The \$500.00 was

never deposited into a trust account and/or with the title company, in violation of Section 339.105.1, RSMo, and 20 CSR 2250-8.120(1) and providing cause to discipline Campbell's license under Section 339.100.2(1), (15) & 19, RSMo.

105. Campbell was an agent in a transaction involving Robby and Brittany Adams. An offer was made on or about August 30, 2011, and \$100.00 in earnest money was paid and/or delivered to Campbell. The \$100.00 was never deposited into a trust account and/or with the title company, in violation of Section 339.105.1, RSMo, and 20 CSR 2250-8.120(1), providing cause to discipline Campbell's license under Section 339.100.2(1), (15) (16) & (19), RSMo.

106. Campbell was an agent in a transaction involving Steve and Tammy Sheel. An offer was made on or about November 3, 2011, and \$50.00 in earnest money was paid and/or delivered to Campbell. The \$50.00 was never deposited into a trust account and/or with the title company, in violation of Section 339.105.1, RSMo, and 20 CSR 2250-8.120(1), providing cause to discipline Campbell's license under Section 339.100.2(1), (15) (16) & (19), RSMo.

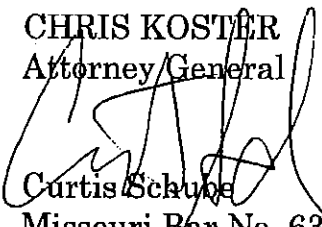
107. Campbell was an agent in a transaction involving Bryan and Melinda Brenton. An offer was made on or about April 10, 2012, and \$100.00 in

earnest money was paid and/or delivered to Campbell. The \$100.00 was never deposited into a trust account and/or with the title company, in violation of Section 339.105.1, RSMo, and 20 CSR 2250-8.120(1), providing cause to discipline Campbell's license under Section 339.100.2(1), (15) (16) & (19), RSMo.

WHEREFORE, Petitioner respectfully requests this Commission to conduct a hearing in this cause pursuant to Chapter 621, RSMo, and thereafter to issue its findings of fact and conclusions of law determining that Petitioner may take disciplinary action against the real estate license Campbell for violations of Chapter 339, RSMo, and the regulations promulgated thereunder, and for such other and further relief this Commission deems just and proper.

Respectfully submitted,

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